

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2022 (Effective Date), by and between [CMHC'S/CCBHC] (here after referred to as "Agency") and [SCHOOL DISTRICT].

This Memorandum of Understanding, hereinafter referred to as "MOU," shall stand as evidence that \_\_\_\_\_, hereinafter referred to as AGENCY, agrees to work with [SCHOOL DISTRICT], which serves as the lead local education agency. To this end, each entity, agency and/or organization agrees to develop a central "no wrong door" crisis and service access system for students experiencing mental health crisis and/or require additional outpatient services and support, assist school personnel with being able to identify students at risk for emotional or behavioral health challenges, and promote a positive school environment.

### Responsibilities:

**AGENCY** will be the mental health provider ensuring professionally competent and responsive practices, which may include, but are not limited to:

- Serving as the centralized access point for individuals and families seeking crisis services and support; and additional outpatient behavioral health services;
- Conduct standardized initial screening and assessments for youth needing services,
- Working with school administration and student's legal guardian to ensure coordination of higher levels of care,
- Provide school-based services to clients actively enrolled in outpatient behavioral health services,
- Behavioral health training and consultation as agreed upon by the AGENCY administration, which may include information on evidence-based practices, accessing crisis services through 988 or Youth Mobile Crisis Response,
- Supporting district wide crisis response planning,
- Facilitating district wide in-service behavioral health training as mutually agreed upon by both parties,
- Communicating and collaborating with partner agencies; and
- Protecting the privacy of student information and educational records in accordance with Family Educational Rights and Privacy Act of 1974, as amended (FERPA), HIPAA, Part 2 and Oklahoma Law.

[SCHOOL DISTRICT] will be the lead local education agency ensuring students and families are referred to crisis services when needed, and additional services and support, which may include, but are not limited to:

- Supporting efforts to centralize access for individuals and families seeking crisis services and support; and additional behavioral health services,
- Contacting AGENCY personnel any time a student is experiencing a mental health or substance related crisis,
- Ensuring a confidential location where student can receive crisis screening and assessment,
- Notifying student's legal guardian that a crisis screening is/was provided and the rationale for why the screening was necessary,
- Working with AGENCY and student's legal guardian to ensure coordination of higher levels



- of care,
- Provide AGENCY staff access to client’s actively enrolled in outpatient behavioral health services through the partnering AGENCY,
- Promote parental involvement in collaboration with AGENCY,
- Protecting the privacy of student information and educational records in accordance with Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and Oklahoma Law; and
- Demonstrating “good faith” efforts to improve cross-system collaboration and sustain inter-agency cooperation through in-service training and consultation.

**Additional and On-Going Obligations of Parties:**

[SCHOOL DISTRICT] and AGENCY will jointly review the crisis response protocol and working agreements every two (2) years and consider any updates necessary to better meet the needs of students. [SCHOOL DISTRICT] and AGENCY will include a review process for information gathered from the Oklahoma Prevention Needs Assessment (OPNA), or an alternative survey, for the purpose of providing direction to effectively improve the lives of students regarding a variety of mental, emotional, and behavioral health issues. Beginning in the 2023-2024 school year, and biennially thereafter, [SCHOOL DISTRICT] will administer the OPNA, or an alternative survey as approved by the Oklahoma Department of Mental Health and Substance Abuse Services.

[SCHOOL DISTRICT] School Administration shall submit the latest protocol and MOU to the Oklahoma Department of Education.

**Term and Termination:**

The initial term of this Agreement shall commence on the Effective Date and shall continue through\_\_\_\_\_. Thereafter, all changes to the protocol and MOU will need to be signed by the School Board and AGENCY officials and submitted to the Oklahoma Department of Education by School Administration.

Either party may terminate this Agreement with 60 days' notice, with or without cause, with or without a hearing, by providing written notice to the other party.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of first set forth above. Each individual signing below represents and warrants that she/he is a duly authorized individual with authority to bind her/his respective party.**

AUTHORIZED SIGNATURES

Lead Education Agency:

(Print) Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CMHC/CCBHC:

(Print) Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_